

A. G. Contract No. KR911293TRD
ECS File: JPA 91-70
Project: 95 YU 11/H289301C
Section: U.S. 95

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SOMERTON

THIS AGREEMENT is entered into 17 July, 1991
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF SOMERTON, acting by and through its City Council, (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section
48-572 to enter into this agreement and has by resolution, a
copy of which is attached hereto and made a part hereof,
resolved to enter into this agreement and has authorized the
undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City
to landscape additional areas within the right of way on US-95
at the following location:

From centerline roadway station 650+00 to
centerline roadway station 664+00, a net distance
of approximately 0.30 miles.

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| NO. <u>15-874</u> |
| FILED WITH SECRETARY OF STATE |
| Date Filed <u>07/17/91</u> |
| <u>Richard Mahoney</u> Secretary of State |
| By <u>Wesley V. Greenewald</u> |

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, at an estimated cost of \$50,000.00, using State funds. Upon completion of the work, the City shall reimburse the State twenty five (25) percent of the landscape contract cost, estimated at \$12,500.00.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The City hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E Room 222E
Phoenix, AZ 85007

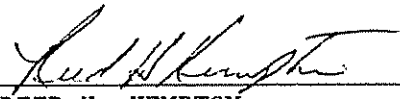
City of Somerton
City Manager
P. O. Box 638
Somerton, AZ 85350

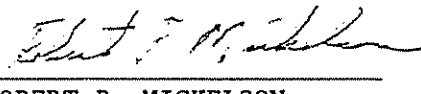
7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.


CITY OF SOMERTON

STATE OF ARIZONA
Department of Transportation

By 
REED H. KEMPTON
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

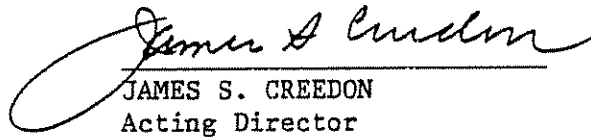
ATTEST:

By 
PATRICIA REPINE
City Clerk

RESOLUTION

BE IT RESOLVED on this 18th day of June 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Somerton for the purpose of defining responsibility for the construction and maintenance of landscape improvement on US 95 in the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

RESOLUTION NO. 395

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SOMERTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING AND MAINTENANCE.

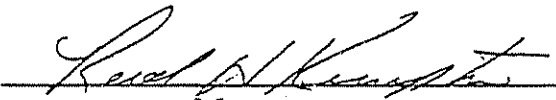
WHEREAS, the City of Somerton desires to enter into an agreement with the Arizona Department of Transportation for certain landscaping and maintenance improvements; and

WHEREAS, the Arizona Department of Transportation is agreeable to do these landscaping and maintenance improvements in conjunction with the City of Somerton; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SOMERTON, ARIZONA, that it is in the best interests of the City of Somerton to enter into an agreement with the State of Arizona, Department of Transportation, acting by and through the Highways Division, for the purpose of defining responsibility for the construction and maintenance of landscape improvement on US 95 in the City.

Therefore, authorization is hereby granted to the Mayor of Somerton to sign said agreements which have been prepared for approval and execution by the Deputy State Engineer.


PASSED this 2 day of July, 1991 by the Mayor and Common Council of the City of Somerton, Arizona.




Mayor

ATTEST:

APPROVED AS TO FORM:



City Clerk



City Attorney

JPA 91-70

APPROVAL OF THE SOMERTON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SOMERTON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 2nd day of July, 1991.



City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~Robert F. Woods~~

Grant Woods

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR911293TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11th day of July, 1991.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section